

INTERAGENCY AGREEMENT
BETWEEN THE
IOWA DEPARTMENT OF HUMAN SERVICES
AND
UNIVERSITY OF IOWA HOSPITALS & CLINICS
DEPARTMENT OF OBSTETRICS & GYNECOLOGY
July 1, 1996 through June 30, 1997

TN # MS-96-22
Supersedes TN # MS-95-42

Approved SEP 20 1996
Effective JUL 01 1996

**IOWA DEPARTMENT OF HUMAN SERVICES
Division of Medical Services
and
UNIVERSITY OF IOWA HOSPITALS AND CLINICS
Department of Obstetrics and Gynecology**

INTERAGENCY COOPERATIVE AGREEMENT

This Agreement made and entered into this 1st day of July, 1996, by and between the Iowa Department of Human Services(DHS) and the Department of Obstetrics and Gynecology of the University of Iowa Hospitals and Clinics (U of I).

The period of the agreement shall be from July 1, 1996 to June 30, 1997.

I. Statement of Purpose

The purpose of this agreement is to prevent a portion of premature births and the short and long term morbidity and mortality attendant thereto by the identification of potentially correctable factors through a comprehensive physical, radiographic and cervical evaluation carried out following early in preterm birth or late spontaneous abortion.

A woman who delivers prematurely has been found in various studies to have a risk of 15-30 percent of preterm birth in a subsequent pregnancy, a rate three to six times that of the general population. Despite this association, few women who deliver prematurely are comprehensively evaluated to identify factors which may be potentially amenable to correction.

II. Responsibilities of Each Party

The University of Iowa, Department of Obstetrics and Gynecology agrees to:

1. Identify and recruit project participants from within the University of Iowa Hospitals and Clinics and within the private sector. Special attention, project information, and education of referral entities will be focused on obstetricians practicing at the Level II centers.
2. Target the population of women giving birth to singleton infants prior to 32 weeks gestation who deliver as a result of spontaneous labor with or without vaginal bleeding or ruptured membranes.
3. Target individuals who are low income, medically indigent, or unemployed.

TN # MS-96-22
Supersedes TN # MS-95-42

Approved SEP 20 1996
Effective JUL 01 1996

4. Maintain contact with all potential participants in order that evaluations are performed prior to subsequent pregnancies.
5. Assist with transportation costs to the recipients.
6. Arrange the diagnostic testing and physical examinations, coordinate scheduling, and risk tracking.
7. Provide health education services about the risk factors contributing to the premature birth and the results of the physical assessment to the participants
8. Maintain communication with the referring physician on the progress of the participants in the evaluation and therapy recommendations prior to or during a subsequent pregnancy.
9. Maintain contact with participants to reinforce the health education, and encourage early and comprehensive prenatal care for subsequent pregnancies.
10. Account for the activities of staff providing Medicaid administration in accordance with the provision of OMB Circular A 87 and 45 CFR Part 74.
11. Provide the state matching funds for these administrative activities.
12. Assure DHS that a written cost allocation plan is in place.
13. Submit to DHS, on a quarterly basis, the expenditures for the previous quarter. These claims will be submitted within thirty (30) days of the end of the quarter.
14. Submit to DHS an annual report of program activities.
15. Maintain appropriate documentation for expenditures and audit trail by retaining all appropriate records and documents for a period of not less than three years after the claim revision; or if an audit is in process, three years after completion of the audit..
16. U of I will, upon request, assist DHS in responding to any audit exception from HCFA..

The Department of Human Services agrees to:

1. Establish and maintain records necessary to fulfill the requirements of this Agreement.

TN # MS-96-22
Supersedes TN # MS-95-42

Approved SEP 20 1996
Effective JUL 01 1996

2. The U of I's expenditures will be eligible for federal match through the Medicaid program consistent with HCFA rules. DHS will claim a federal match for the funds expended for the and remit this match to the University of Iowa subject to HCFA approval.

III. Budget

| | <u>Total</u> | <u>Non-Federal</u> | <u>Federal</u> |
|---------------------------|---------------|--------------------|----------------|
| Administrator (.1 FTE) | 22,000 | 11,000 | 11,000 |
| Nurse Clinician (0.6 FTE) | 31,500 | 4,556 | 26,944 |
| Secretary (0.1 FTE) | 3,126 | 1,563 | 1,563 |
| Travel | 5,000 | 2,500 | 2,500 |
| Supplies-phone | <u>2,000</u> | <u>1,000</u> | <u>1,000</u> |
| Direct Costs | 63,626 | 20,619 | 43,007 |
| Indirect Costs | 29,278 46% | 25,828 | 3,440 8% |
| Total Program Costs - | <u>92,894</u> | <u>46,447</u> | <u>46,337</u> |
| Medicaid 50% | | | 46,447 |
| Total Claimable Costs | 46,447 | 23,223.50 | 23,223.50 |

IV. Termination of Unavailability of Funds

In the event of a reduction in the appropriation from the state budget for the Division of Medical Services of DHS or an access the board budget reduction affecting the Division of Medical Services, DHS may either re-negotiate this agreement or terminate with thirty (30) days written notice.

V. Restrictions on Use of Funds

No Federal appropriated funds have been paid on behalf of the Department or the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, or member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an employee of a member of Congress in connection with this contract, grant, loan or cooperative agreement, the contractor shall complete and submit Stand Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.

TN # MS-96-22
Supersedes TN # MS-95-42

Approved SEP 20 1996
Effective JUL 07 1996

NOTE: If Disclosure Forms are required, please contact Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, S.W., Washington, D.C. 20201-0001.

VI. Contract Person

The contact person for this agreement will be Sally Nadolsky of the Bureau of Program Services, and Katherine Walden, University of Iowa.

VII. Employment Practices

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The contractor must take affirmative action to ensure that employees, as well as applicants for employment are treated without discriminating because of their race, color, religion, sex, national origin, or handicap. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or terminating, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this Equal Employment Opportunity (EEO) clause.

The contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap except where it relates to a bona fide occupational qualification.

The contractor must comply with all provisions of Executive Order #11246, dated September 24, 1965, including amendments as well as the rules, regulations, and relevant orders of the Secretary of Labor.

In the event of the contractor's noncompliance with the EEO clause of the agreement or with any such rules, regulations or orders, the agreement may be terminated or suspended, the contractor may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations or other order of the Secretary of Labor. The contractor must comply with all applicable conditions of Title 29 U.S. Code, Section 794 (Rehabilitation Act of 1973).

The contractor shall be in compliance with all federal and state civil rights laws and regulations with respect to equal employment opportunity.

TN # MS-96-22
Supersedes TN # MS-95-42

SEP 20 1996
Approved _____
Effective • JUN 01 1996

The contractor shall be in compliance with Title VI of the 1964 Civil Rights Act as amended and all other federal, state, and local laws and regulations regarding the provision of services.

The contractor shall be in compliance with Section 504 of the Rehabilitation Act of 1973 as amended and with all federal, state and local Section 504 laws and regulations.

The contractor shall be in compliance with the Americans with Disabilities Act of 1990 (15 or more employees as of July 26, 1994), and with all federal, state and local laws and regulations regarding the American with Disabilities Act.

The contractor shall apply affirmative action measures appropriate to correct deficiencies or to overcome the effects of past or present practices, policies, or other barriers to equal employment opportunity.

The contractor shall exclude no person from the participation in or receipt of programs, activities or benefits on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability. Nor shall the provider discriminate against any person in employment or application for employment on the grounds of race, color, creed, national origin, sex, age, relation, political belief, or physical or mental disability.

VIII. General Provisions

1. This agreement may be amended or modified at any time by mutual agreement between DHS and U of I.
2. This Agreement may be terminated by either party by written notice of intent to terminate sixty (60) days in advance of desired termination date. In the event of such termination, U of I shall be reimbursed by DHS only for those allowable costs incurred or encumbered prior to the termination date.
3. In the event of unlawful, unauthorized or excess expenditures incurred by U of I in the performance of this agreement, DHS will terminate the agreement as necessary and U of I will be liable for these expenditures.
4. The performance by DHS of any of its obligations under the contract shall be subject to and contingent upon the availability of federal and state funds lawfully applicable for such purposes. If DHS deems that funds lawfully applicable of this agreement shall not be available at any time during the agreement term, DHS may issue a termination notice of U of I at least thirty (30) days prior to the effective date that funds to continue this agreement will no longer be available. The obligations of the parties hereto shall end as of the specified in the termination notice, and the agreement will be considered canceled.

TN # MS-96-22
Supersedes TN # MS-95-42

Approved SEP 20 1996
Effective JUL 01 1996

5. This agreement constitutes the entire contract between the parties. No condition, provision, agreement or understanding not stated in this agreement shall affect any rights, duties or privileges in connection with this agreement.
6. Each party or its designees shall have access to and the right to examine, monitor and audit all records, documents, condition and activities related to the program funded by this agreement.
7. Should any disagreement arise between the State and the U of I on any provisions of this Agreement, the parties agree that the same shall be the subject of discussions between their two Directors in a good faith effort to achieve resolution.
8. None of the provisions of this Agreement are or shall be construed as for the benefit of or enforceable by any person not a party to this Agreement.

Charles M. Palmer, Director
For and on Behalf of the
Iowa Department of Human Services

By: C.M. Palmer
Date: 6-28-96

Michael Finnegan, Business Manager
For and on Behalf of the
University of Iowa

By: M. Finnegan
Date: 6/18/96

Frank J. Zlatnik, M.D.

By: F. Zlatnik
Date: 13 Jun 96

TN # MS-96-22
Supersedes TN # MS-95-42

Approved SEP 20 1996
Effective JUL 01 1996